

MOTION BY SUPERVISOR GLORIA MOLINA

June 23, 2009

Foothill Transit provides public transportation services pursuant to a Joint Powers Agreement (JPA) between the County of Los Angeles and the Cities of Arcadia, Azusa, Baldwin Park, Bradbury, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, Industry, Irwindale, La Habra heights, La Puente, La Verne, Monrovia, Pomona, San Dimas, South El Monte, Temple City, Walnut, and West Covina. The City of Pasadena wishes to join the JPA. In order to include the City of Pasadena all current Foothill Transit members must approve an amended and restated joint powers agreement. All participating cities have approved the amended and restated JPA.

I, THEREFORE, MOVE that the board authorize the chair to sign the attached resolution amending and restating the existing Foothill Transit Joint Powers Agreement to add the City of Pasadena.

NE/jp

MOTION

Molina	_____
Ridley-Thomas	_____
Yaroslavsky	_____
Antonovich	_____
Knabe	_____

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES AND THE CITIES OF ARCADIA,
AZUSA, BALDWIN PARK, BRADBURY, CLAREMONT, COVINA, DIAMOND
BAR, DUARTE, EL MONTE, GLENDORA, INDUSTRY, IRWINDALE, LA HABRA
HEIGHTS, LA PUENTE, LA VERNE, MONROVIA, PASADENA, POMONA, SAN
DIMAS, SOUTH EL MONTE, TEMPLE CITY, WALNUT AND WEST COVINA
CREATING AN AGENCY TO BE KNOWN AS FOOTHILL TRANSIT

THIS AGREEMENT, dated the 14th day of April 1988, is entered into between the
COUNTY OF LOS ANGELES, a political subdivision of the State of California, the CITIES OF
ARCADIA, AZUSA, BALDWIN PARK, BRADBURY, CLAREMONT, COVINA, DIAMOND BAR,
DUARTE, EL MONTE, GLENDORA, INDUSTRY, IRWINDALE, LA HABRA HEIGHTS, LA
PUENTE, LA VERNE, MONROVIA, PASADENA, POMONA, SAN DIMAS, SOUTH EL MONTE,
TEMPLE CITY, WALNUT and WEST COVINA, each a municipal corporation of the State of
California, (collectively referred to as "Cities" herein.)

WITNESSETH:

WHEREAS, Cities and County are empowered by law to plan, contract for and operate
public transit services as authorized by the Los Angeles County Transportation Commission's
approval of the local transportation zone on December 2, 1987;

WHEREAS, the County and Cities in the San Gabriel Valley are desirous of providing
public transit services on a more cost effective basis in the area of the approved transportation
zone;

WHEREAS, it is deemed advisable for Cities and County to jointly exercise their
common powers in the manner set forth in this Agreement;

WHEREAS, on September 25, 1995, the Los Angeles County Metropolitan Transportation Authority, the successor agency to the LACTC, designated the Agency as an included municipal operator, as defined by Public Utilities Code section 99207, effective July 1, 1996;

NOW, THEREFORE, Cities and County, for and in consideration of the mutual benefits, promises and agreements set forth herein, agree as follows:

Section 1. PURPOSE AND BENEFIT

The Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government of the State of California (commencing with Section 6500, hereinafter referred to as "Act") relating to the joint exercise of powers referred to in the above recitals. Cities and County each possess the powers referred to in the above recitals. The purpose of this Agreement is to exercise such powers jointly by planning, contracting for and operating public transit services as authorized by the Los Angeles County Metropolitan Transportation Authority's approval of the included municipal operator to provide more cost effective service. Such purposes will be accomplished and said common powers exercised in the manner set forth in this Agreement.

Section 2. TERM.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of three years from the date service begins, unless continued for a longer term by an extension of the approval of the included municipal operator by the Los Angeles County Metropolitan Transportation Authority, provided that the term shall not expire until all Bonds, as that term is defined in Section 11 herein, are provided for and issued pursuant hereto and the interest thereon shall have been paid in full or adequate provision for such payment have been made as set forth in the proceedings for the issuance thereof, whichever date is earlier.

Section 3. FOOTHILL TRANSIT.

A. Creation of Foothill Transit.

Pursuant to the Act, there is hereby created a public entity, separate and apart from the parties hereto, to be known as "Foothill Transit". The debts, liabilities and obligations of Foothill Transit shall not constitute debts, liabilities or obligations of either Cities or County. Foothill Transit will defend, indemnify and hold harmless the Cities and County for liability arising as a result of this Agreement.

B. Foothill Transit Governing Board Members.

Foothill Transit shall governed by the Foothill Transit Governing Board ("Governing Board") consisting of one elected city council member or mayor from each City and three members appointed by the Board of Supervisors. Each City may also select an alternate who is also an elected city council member or mayor from that City. No person who receives the substance of his/her income from another transit operating agency may sit on Foothill Transit or Executive Board.

C. Foothill Transit Executive Board Members.

Foothill Transit shall have an administrative entity, the Executive Board ("Executive Board") composed of five members of the Governing Board at the time of their appointment to the Executive Board, each serving in his/her individual capacity as a member of the Executive Board. One named alternate may be selected for each Board member under rules which the Governing Board may adopt. . One member shall be a County appointee. Four members and their alternates shall be selected from Governing Board members from the Cities according to rules which the Governing Board may adopt, provided that each such Executive Board member and each alternate shall at all times be an elected city council member or mayor of a member city.

D. Meetings of the Governing Board and Executive Board.

(1) Regular Meetings.

The Governing Board and Executive Board shall provide for regular meetings; provided that the Governing Board shall hold at least one regular meeting in each year and the Executive Board shall hold at least one meeting per quarter and there shall be such further meetings as a quorum of either board may reasonably request depending upon the pressure of business. The dates upon which and the hour and place at which any regular meetings shall be held be fixed by resolution and a copy of such resolution shall be filed with Cities and County. The place of the regular meetings shall be within the Foothill Transit service area.

(2) Ralph M. Brown Act.

All meetings of the Governing Board and Executive Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(3) Minutes.

The Secretary of Foothill Transit shall cause minutes of regular, adjourned regular and special meetings to be kept, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of Foothill Transit.

(4) Quorum.

Fifty percent plus one of the members present at a Governing Board or Executive Board meeting shall constitute a quorum for the transaction of business, except that lesser number may adjourn for lack of a quorum.

E. Secretary, Treasurer, Auditor and Counsel.

The Executive Board may appoint a Secretary of the Board. Subject to the restrictions contained in Sections 6505.5 and 6505.6 of the California Government Code, the Board may designate the treasurer and auditor of Foothill Transit or may appoint one of its officers to either or both of such positions. Unless and until the Executive Board makes a contrary designation or appointment, the Executive Officer-Clerk of the Board of Supervisors shall be and act as the

Secretary of the Executive Board, the County Treasurer shall be and act as the Treasurer of Foothill Transit, and the County Auditor-Controller shall be and act as the Controller (Auditor) of Foothill Transit. The County Counsel shall, on request, advise the Executive Board in connection with any business relating to the Foothill Transit. The Executive Board may employ other counsel to represent the Foothill Transit in any manner.

Section 4. POWERS OF FOOTHILL TRANSIT AND BOARD.

(1) General Powers of Foothill Transit.

Foothill Transit shall have the powers common to Cities and County set forth in the recitals of this Agreement, to wit: the power to plan, contract for and operate public transit services as authorized by the Los Angeles County Metropolitan Transportation Authority's approval of the local transportation zone. Foothill Transit is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following: to make and enter into contracts, to acquire, construct, or to provide for maintenance and operation by contract, to maintain and operate any buildings, work, improvements, or facility, to acquire (by condemnation or contract), hold or dispose of property; and, with any required approval of Los Angeles County Metropolitan Transportation Authority to amend this Agreement and to annex to Foothill Transit, to incur debts, liabilities or other a obligations which shall not constitute debts, liabilities or obligations of any party to this Agreement; to insure or obtain insurance for itself and all parties to this Agreement and to sue and be sued in its own name and to defend and hold harmless the parties to this Agreement. Said powers shall be exercised in the manner provided in said Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon County in the exercise of similar powers. Foothill Transit may also issue Bonds as defined in Section 11 herein.

(2) Rulemaking Powers of Foothill Transit

Foothill Transit shall have the power to adopt and implement such rules and regulations as may be necessary to effect the purposes of this Agreement and which do not conflict with any terms of this Agreement, including but not limited to the power to determine qualification and compensation, if any, of Board members, to determine the procedure for selection of Board members representing cities, their terms, their alternates, if any, and related requirements, to select officers of Foothill Transit not provided for in this Agreement, and to adopt rules relating to fares, routes, and service modifications including the delegation of specified powers relating to Board.

B. Powers of Board.

The Executive Board shall have the power to adopt and implement such rules and regulations as may be necessary to effect the purposes of this Agreement and which do not conflict with any terms of this Agreement or rules of Foothill Transit, including but not limited to the power to select officers and their terms and related requirements, to establish committees advisory to the Executive Board and the power to adopt parliamentary rules.

Section 5. ROUTES, FARES AND SERVICE MODIFICATIONS.

The Executive Board shall recommend fares and routes and service modifications to the Governing Board subject to such rules as the Governing Board may adopt.

Section 6. FISCAL YEAR.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the period from July 1 of each year to and including the following June 30.

Section 7. PAYMENT AND REIMBURSEMENT

Foothill Transit shall, upon request, pay or reimburse Cities or County for reasonable expenses incurred and payments made by Cities or County in connection with the administration of Foothill Transit. Foothill Transit specifically agrees to reimburse County as

soon as possible for buses which County provides, with interest rates and such other terms as may be mutually agreeable.

Section 8. FINANCIAL CONTRIBUTION.

Operating funds shall be obtained from the Los Angeles County Metropolitan Transportation Authority to the maximum amount possible. During the initial three years of this Agreement, County shall meet Los Angeles County Metropolitan Transportation Authority's requirement to provide five percent (5%) of the operating budget. If Foothill Transit is required to provide a portion of its operating budget beyond the initial three years, Cities and County may provide funds or assign programs which meet Los Angeles County Metropolitan Transportation Authority eligibility criteria to fulfill such requirements.

Section 9. OPERATIONS.

Foothill Transit shall operate in accordance with the operations plan and implementation program approved by the Los Angeles County Metropolitan Transportation Authority on December 2, 1987 and as may be amended from time to time by the Commission.

Section 10. ASSISTANCE TO Foothill TRANSIT.

Cities and County may in appropriate circumstances: (a) Make contributions from their treasuries for the purposes set forth herein, (b) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (c) use their personnel, equipment or property in lieu of other contributions or advances. The provisions of Government Code Section 6513 are hereby incorporated into this Agreement.

Section 11. BONDS.

Foothill Transit may issue Bonds in order to finance acquisition and construction of facilities and vehicles, or to finance operations or any lawful activities of Foothill Transit, or for any other purpose permitted under applicable law, including the establishment of reserves and the payment of incidental expenses. The term "Bond" means any evidence of indebtedness authorized by the Act or any other applicable law now existing or hereafter enacted, including

but not limited to revenue bonds and notes, bond anticipation notes, certificates of participation, lease purchase agreement or other evidence of indebtedness. Foothill Transit may also issue refunding bonds to refund any Bonds or other obligations of Foothill Transit. Bonds may be issued from time to time in more than one series, may be sold by competitive bidding or by private sale, to the extent permitted by law, and shall not constitute a debt, liability or obligation of Cities or County or any of them. Any issuance of Bonds shall be approved by a resolution of the Executive Board and shall not be subject to the approval or consent of County, Cities or any other person or entity.

The services of bond counsel, financing consultants and other consultants and advisors may be used by Foothill Transit in connection with the issuance and sale of Bonds. The fees and expenses of such counsel, consultants and advisors may be paid from the proceeds of the Bonds, and Cities or County may be reimbursed from such proceeds for any portion of such fees and expenses which it has paid prior to the issuance of such Bonds.

In connection with the issuance of Bonds, the Executive Board may approve such other contracts and arrangements, and take such other actions, as may be permitted under any applicable law, including but not limited to Chapters 5.5, 11 and 12 of Division 6 of Title 1 of the California Government Code.

Section 12. ACCOUNTS AND REPORTS.

To the extent not covered by the duties assigned to any trustee appointed under any resolution authorizing the issuance of bonds by Foothill Transit, the Controller of Foothill Transit, shall establish and maintain such funds and accounts as may be required by good accounting practice or by the provisions of any resolution authorizing the issuance of Bonds by Foothill Transit. The books and records of Foothill Transit in the hands of the trustee or the Controller shall be open to inspection at all reasonable times by representatives of Cities and County and Los Angeles County Metropolitan Transportation Authority. The Controller of Foothill Transit, within 180 days after the close of each fiscal year, shall give a complete written report of all

financial activities for such fiscal year to Cities, County and Foothill Transit to the extent such activities are not covered by the report of any trustee.

Any trustee appointed under any resolution or indenture authorizing the issuance of Bonds by Foothill Transit shall be required to establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said resolution and this Agreement.

Additionally, the Treasurer of Foothill Transit shall assume the duties (to the extent not covered by the duties assigned to any trustee) required by the laws of the State of California, including the duties described in Section 6505.5 of the Government Code or as said Section may be amended.

Section 13. FUNDS.

The Treasurer of Foothill Transit shall have the custody of said disburse Foothill Transit funds pursuant to the accounting procedures developed in accordance with the provisions of Section 11 hereof and as nearly as possible in accordance with normal County procedures.

The public officers (namely, the Controller and Treasurer) herein designated as the persons responsible for any moneys of Foothill Transit are hereby also designated as responsible for all other property of Foothill Transit as required by Government Code Section 6505.1. The parties to this Agreement hereby find and determine that the Controller shall be liable on his official bond in the amount of \$50,000 and the Treasurer shall be liable on his official bond in the amount of \$300,000.

Section 14. DISPOSITION OF SURPLUS.

Upon the termination of this Agreement, all property of Foothill Transit shall vest in the respective parties to this Agreement which theretofore transferred, conveyed or leased said property to the Foothill Transit. Any other property, funds and assets of the Foothill Transit shall be returned to the Cities or County in proportion to their contributions.

Section 15. WITHDRAWAL FROM FOOTHILL TRANSIT.

Cities and County, pursuant to the Transportation Zone Guidelines of Los Angeles County Transportation Commission, have agreed to support Foothill Transit for a minimum of one year once service has been initiated. After one year, Cities and County may withdraw from Foothill Transit subject to the following conditions and whatever additional conditions Foothill Transit may adopt: 1) that withdrawal from Foothill Transit requires a minimum 120 day notice and 2) withdrawal from Foothill Transit requires acknowledgment that Southern California Rapid Transit District/Los Angeles County are not required to provide replacement service.

Section 16. NOTICES.

Notices hereunder shall be sufficient if sent by regular mail, postage prepaid, to the City Managers of each City at:

ARCADIA:	240 W. Huntington, Box 60, Arcadia, CA 91006
AZUSA:	213 E. Foothill Boulevard, Azusa, CA 91702
BALDWIN PARK:	14403 E. Pacific Avenue, Baldwin Park, CA 91706
BRADBURY:	600 Winston Avenue, Bradbury, CA 91010
CLAREMONT:	P.O. Box 880, 207 Harvard Avenue, Claremont, CA 91711
COVINA:	125 E. College Street, Covina, CA 91722
DIAMOND BAR:	21660 East Copley Drive, Suite 100, Diamond Bar, CA 91765
DUARTE:	1600 Huntington Drive, Duarte, CA 91010
EL MONTE:	11333 Valley Boulevard, Box 6008, El Monte, CA 91734
GLENDORA:	116 E. Foothill Boulevard, Glendora, CA 91740
INDUSTRY:	Box 3366, Industry, CA 91744
IRWINDALE:	5050 N. Irwindale Avenue, Irwindale, CA 91706
LA HABRA HEIGHTS:	1245 N. Hacienda Boulevard, La Habra Heights, CA 90631
LA PUENTE:	14900 East Main Street, La Puente, CA 91744
LA VERNE:	3660 "D" Street, La Verne, CA 91750

MONROVIA:	415 South Ivy Avenue, Monrovia, CA 91016
PASADENA:	100 North Garfield Avenue, Pasadena, CA 91109
POMONA:	P.O. Box 660, 505 South Garey Avenue, Pomona, CA 91769
SAN DIMAS:	P.O. Box 307, 245 E. Bonita Avenue, San Dimas, CA 91773
SOUTH EL MONTE:	1415 N. Santa Anita Avenue, South El Monte, CA 91733
TEMPLE CITY:	5938 N. Kauffman Avenue, Box 668, Temple City, CA 91780
WALNUT:	21201 La Puente Road, Box 682, Walnut, CA 91789
WEST COVINA:	P.O. Box 1440, West Covina, CA 91793
COUNTY:	Executive Officer – Clerk of the Board of Supervisors, Room 383 Hall of Administration, Los Angeles, CA 90012
FOOTHILL TRANSIT:	Executive Officer – Clerk of the Board of Supervisors, Room 383 Hall of Administration, Los Angeles, CA 90012

Section 17. MISCELLANEOUS.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to. Whenever in this Agreement any consent or approval is required the same shall not be unreasonably withheld. This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

Where reference is made in this Agreement to Controller or Treasurer indicating specific duties to be undertaken by said officers, said officers may independently determine which of them shall undertake any particular duty.

Section 18. SEVERABILITY.

Should any part, term, portion or provisions of this Agreement be by the courts decided to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions of provisions shall be deemed severable and shall not be affected thereby, provided such remaining portion

or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

Section 19. SUCCESSORS.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

Section 20. EFFECTIVE DATE

The effective date of this Amended and Restated Agreement shall be the latest date of execution by a party. This Amended and Restated Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Agreement to be executed and attested by their proper officers.

[Signatures continued on following pages.]

ATTEST:

By_____

Title_____

APPROVED AS TO FORM:

By_____

Title_____

ATTEST:

By_____

Title_____

APPROVED AS TO FORM:

By_____

Title_____

ATTEST:

By_____

Title_____

APPROVED AS TO FORM:

By_____

Title_____

COUNTY OF LOS ANGELES

By_____

Title_____

Dated_____

CITY OF ARCADIA

By_____

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Dated_____

CITY OF AZUSA

By_____

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CITY OF BALDWIN PARK

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CITY OF BRADBURY

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CITY OF COVINA

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CITY OF DIAMOND BAR

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CITY OF EL MONTE

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CITY OF LA HABRA HEIGHTS

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CITY OF WALNUT

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CITY OF WEST COVINA

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